TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Varsity Spirit Corporation		11/26/2014	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	Varsity Spirit LLC
Street Address:	6745 Lenox Center CT
Internal Address:	STE 300
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38115-4300
Entity Type:	LIMITED LIABILITY COMPANY: TENNESSEE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1341584	CHEEROBICS

CORRESPONDENCE DATA

Fax Number: 9015770814

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 901-577-8151
Email: trademarks@bakerdonelson.com
Correspondent Name: Grady M. Garrison
Address Line 1: 165 Madison Avenue
Address Line 2: Suite 2000
Address Line 4: Memphis, TENNESSEE 38103

OP $40.00 1341584

ATTORNEY DOCKET NUMBER:	2783944-000089
NAME OF SUBMITTER:	Grady M. Garrison
SIGNATURE:	/GMG/
DATE SIGNED:	05/11/2015

Total Attachments: 21
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Final

CERTIFICATE OF CONVERSION

OF

VARSITY SPIRIT CORPORATION
A TENNESSEE CORPORATION,

INTO

VARSITY SPIRIT LLC,
A TENNESSEE LIMITED LIABILITY COMPANY

The undersigned, acting as a duly authorized officer of VARSITY SPIRIT CORPORATION, a Tennessee corporation (the "**Corporation**"), in compliance with the Tennessee Business Corporation Act, as amended (the "**TBCA**"), and the Tennessee Revised Limited Liability Company Act, as amended (the "**TRLLCA**"), and desiring to effect a conversion of the Corporation into a Tennessee limited liability company (the "**Conversion**"), hereby sets forth the following Certificate of Conversion (this "**Certificate**") this 26 th day of November, 2014:

Article 1. CONVERTING CORPORATION

Section 1.1 **Name and Address.** The name of the corporation being converted is "Varsity Spirit Corporation" with its principal executive office located at 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929.

Section 1.2 **Jurisdiction.** The Corporation is a Tennessee corporation incorporated on April 21, 1983, and existing pursuant to the provisions of the TBCA.

Article 2. SURVIVING COMPANY

Section 2.1 **Name.** The name of the limited liability company following the Conversion is "Varsity Spirit LLC" (the "**Surviving Company**").

Section 2.2 **Jurisdiction.** The Surviving Company is a Tennessee limited liability company existing pursuant to the provisions of the TRLLCA.

Article 3. PLAN OF CONVERSION

The Plan of Entity Conversion to effect the Conversion, containing such information as required by Section 48-21-110 of the TBCA, was properly adopted and approved as described in Article 5 below (the "**Plan of Conversion**").

Article 4. EFFECTIVE TIME

The Conversion shall become effective upon the filing of this Certificate with the Tennessee Secretary of State (the "**Effective Time**").

Article 5. MANNER OF ADOPTION AND VOTE

Section 5.1 **Approval by Board of Directors and Sole Shareholder.** The Plan of Conversion, attached hereto as EXHIBIT A and incorporated herein by reference, was duly

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adopted by the Corporation's board of directors and sole shareholder pursuant to a joint unanimous written consent signed by all of the Corporation's directors and the Corporation's sole shareholder effective as of November 26, 2014, in accordance with Section 48-21-111 of the TBCA.

Section 5.2 **Compliance with Legal Requirements.** The manner of the adoption of the Plan of Conversion, and the vote by which it was adopted and approved, constitute full legal compliance with the provisions of the TBCA and the TRLLCA, the Articles of Incorporation of the Corporation, as amended, and the Bylaws of the Corporation, as amended.

Article 6. ARTICLES OF ORGANIZATION

As required by Section 48-21-112 of the TBCA, the Articles of Organization of the Surviving Company are attached hereto as EXHIBIT B.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the undersigned authorized officer of the Corporation executes this Certificate of Conversion and verifies that the statements contained herein are true as of the Effective Time.

VARSITY SPIRIT CORPORATION

By: _____
Jeffrey G. Webb, Chief Executive Officer

Attachments:

Plan of Conversion — EXHIBIT A
Articles of Organization — EXHIBIT B

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Exhibit A

Plan of Conversion

(see attached)

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PLAN OF ENTITY CONVERSION
OF
VARSITY SPIRIT CORPORATION,
A TENNESSEE CORPORATION,
INTO
VARSITY SPIRIT LLC,
A TENNESSEE LIMITED LIABILITY COMPANY

THIS PLAN OF ENTITY CONVERSION (this "**Plan**"), effective as of November 26, 2014, is entered into by VARSITY SPIRIT CORPORATION, a Tennessee corporation (the "**Corporation**"), in accordance with Section 48-21-109, *et seq*, of the Tennessee Business Corporation Act, as amended (the "**TBCA**"), and Section 48-249-703 of the Tennessee Revised Limited Liability Company Act, as amended (the "**TRLLCA**").

RECITALS

WHEREAS, the Corporation is a corporation incorporated and validly existing under the laws of the State of Tennessee;

WHEREAS, the Board of Directors and sole Shareholder of the Corporation have determined that it is advisable and in the best interests of the Corporation to convert from a Tennessee corporation to a Tennessee limited liability company upon the terms and subject to the conditions set forth in this Plan and in accordance with the applicable laws of the State of Tennessee; and

WHEREAS, the Board of Directors and sole Shareholder of the Corporation have approved and adopted this Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Conversion (as defined in Section 1.1), the Corporation agrees as follows:

Article 1. THE CONVERSION; EFFECTIVE TIME

Section 1.1 The Conversion. In accordance with Section 48-21-109, *et seq*, of the TBCA and Section 48-249-703 of the TRLLCA, the Corporation shall be converted (the "**Conversion**") from a Tennessee corporation to a Tennessee limited liability company (the "**Surviving Company**"), organized and existing under the TRLLCA.

Section 1.2 Effective Time. The Conversion shall become effective upon the filing of the Certificate of Conversion (the "**Certificate of Conversion**") with the Tennessee Secretary of State (the "**Effective Time**").

Section 1.3 Name. The name of the Surviving Company shall be "Varsity Spirit LLC."

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Article 2. EFFECT OF CONVERSION

Section 2.1 Articles of Incorporation and Articles of Organization. As of the Effective Time, the Articles of Incorporation of the Corporation, as amended, shall be cancelled by operation of law and the Articles of Organization of the Surviving Company, in the form attached hereto as Exhibit A (the "**Surviving Articles**"), shall be substituted therefor, subject always to the right of the Surviving Company to amend the Surviving Articles in accordance with the applicable laws of the State of Tennessee and the terms and conditions of the Surviving Articles. The Surviving Articles shall be attached to the Certificate of Conversion upon filing of the Certificate of Conversion with the Tennessee Secretary of State as required by Section 48-249-703 of the TBCA.

Section 2.2 Bylaws and Operating Agreement. As of the Effective Time, the Bylaws of the Corporation, as amended, shall be cancelled by operation of law and shall be substituted by the Operating Agreement of the Surviving Company, in the form attached hereto as Exhibit B (the "**Surviving Operating Agreement**"), which Surviving Operating Agreement shall be subject to the right of the Surviving Company to alter, amend or repeal in accordance with the applicable laws of the State of Tennessee and the terms and conditions of the Surviving Articles and the Surviving Operating Agreement.

Article 3. DIRECTORS AND OFFICERS

Section 3.1 Directors. Each person serving as a director of the Corporation immediately prior to the Effective Time shall hold the position of a manager of the Surviving Company on and after the Effective Time, and shall continue to hold such position until their successors are duly elected and qualified or until the earlier of their death, resignation, disqualification or removal, and subject to the applicable laws of the State of Tennessee and the terms and conditions of the Surviving Articles and the Surviving Operating Agreement.

Section 3.2 Officers. Each person serving as an officer of the Corporation immediately prior to the Effective Time shall hold the same office(s) as an officer of the Surviving Company on and after the Effective Time, and shall continue to hold such office(s) until their successors are duly elected and qualified or until the earlier of their death, resignation, disqualification or removal, and subject to the applicable laws of the State of Tennessee and the terms and conditions of the Surviving Articles and the Surviving Operating Agreement.

Article 4. MANNER OF CONVERTING INTERESTS

At the Effective Time, by virtue of the Conversion and without any action on the part of the Surviving Company, all of the issued and outstanding common shares of the Corporation shall automatically and by operation of law convert into a limited liability company member interest of the Surviving Company, collectively representing 100% of the membership interests of the Surviving Company, and no other payment shall be made with respect to the Conversion. Membership interests in the Surviving Company will not be certificated.

Article 5. RIGHTS

From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all of the public and private rights, privileges,

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immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of the Corporation; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, the Corporation shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise, in the Corporation shall not revert or be in any way impaired by reason of the Conversion.

Article 6. LIABILITIES

From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of the Corporation shall be preserved unimpaired by the Conversion; all debts, liabilities, obligations and duties (collectively, the "**Obligations**") of the Corporation shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against the Corporation may be prosecuted to judgment as if the Conversion had not taken place, or the Surviving Company may be substituted in the place of the Corporation in such action or proceeding.

Article 7. CORPORATE ACTS

From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, the "**Corporate Acts**") of the Corporation, its directors, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Company.

Article 8. FURTHER DOCUMENTS

If at any time prior to or after the Effective Time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Corporation or otherwise to carry out the purposes of the Conversion, the Corporation's Board of Directors and proper officers shall execute and make all such proper assignments or assurances and take such other actions; and, without limiting the foregoing, following the Effective Time, the proper managers and officers of the Surviving Company are hereby authorized, in the name and on behalf of the Corporation or otherwise, to do any of the foregoing.

[*Signature Page Follows*]

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REEL: 005513 FRAME: 0573

Final

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Corporation, executes this Plan of Entity Conversion effective as of the Effective Time.

VARSITY SPIRIT CORPORATION

By: _____
Jeffrey G. Webb, Chief Executive Officer

Attachments:

Articles of Organization	EXHIBIT A
Operating Agreement	EXHIBIT B

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TRADEMARK
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Exhibit A

Articles of Organization

(see attached)

B0023-5701 11/26/2014 3:17 PM Received by Tennessee Secretary of State Tre Hargett

Final

ARTICLES OF ORGANIZATION
OF
VARSITY SPIRIT LLC

Effective as of this 26 th day of November, 2014, the undersigned, desiring to form a limited liability company (the "**Company**") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act, as amended (the "**Act**"), hereby executes these Articles of Organization:

Section 1.1 **Name**. The name of the limited liability company is "Varsity Spirit LLC."

Section 1.2 **Registered Office and Registered Agent**. The street address of the Company's registered office in Tennessee is 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929, and the name of the Company's registered agent at that office is CT Corporation System. The Company's registered office is located in Knox County.

Section 1.3 **Principal Executive Office**. The street address of the Company's principal executive office in Tennessee is 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929. The Company's principal executive office is located in Knox County.

Section 1.4 **Operating Agreement**. Any operating agreement of the Company must be in writing.

Section 1.5 **Management**. The Company shall be a manager-managed limited liability company in accordance with the Act.

Section 1.6 **Members.** The Company shall have a single member as of the date of the filing of these Articles of Organization.

Section 1.7 **Fiscal Year**. The Company's fiscal year shall end on the last Saturday of December every year until such time as amended by resolution by the Company's managers.

Section 1.8 **Term of Existence**. The duration of the Company is perpetual until dissolved in accordance with the Act and the operating agreement of the Company.

Section 1.9 **Effective Time.** These Articles of Organization shall be effective upon filing with the Tennessee Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization effective as of the date set forth above.

_____
Jeffrey G. Webb, Organizer

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Exhibit B

Operating Agreement

(see attached)

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Final

LIMITED LIABILITY COMPANY AGREEMENT

of

VARSITY SPIRIT LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") is made as of November ___, 2014, by VARSITY BRANDS, INC., a Delaware corporation (the "**Member**").

RECITALS:

WHEREAS, VARSITY SPIRIT LLC (the "**LLC**"), formerly known as "Varsity Spirit Corporation", a Tennessee Corporation (the "**Former Corporation**"), has been converted to a limited liability company under the Tennessee Revised Limited Liability Company Act (Tenn. Code Ann. §48-249, *et seq.*), as amended (the "**Act**"), by the filing on November ___, 2014, of the Certificate of Conversion and Articles of Organization in the office of the Secretary of State for the State of Tennessee;

WHEREAS, the Member wishes to set out fully its rights, obligations and duties regarding the LLC and its assets and liabilities.

NOW, THEREFORE, in consideration of the covenants expressed herein, the Member hereby agrees as follows:

Section 1 Purpose; Powers.

The principal business activity and purpose of the LLC shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The LLC shall possess and may exercise all the powers and privileges granted by the Act, any other law or this Agreement, together with any powers incidental thereto, and may take any other action not prohibited under the Act or other applicable law, so far as such powers and actions are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the LLC.

Section 2 Capital Contributions.

The Member shall contribute to the capital of the LLC in such amounts and at such times as the Member may deem appropriate in its sole discretion. The Member's interest in the Company will not be certificated.

Section 3 Distributions.

Distributions (including distributions in liquidation) shall be made to the Member at such times as the Manager (as defined below) may deem appropriate in their sole discretion. The LLC is intended to be a disregarded entity for U.S. federal income tax purposes and the Manager shall not take any action inconsistent with the foregoing.

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Section 4 Management.

(a) The LLC shall be managed by a Board of Managers (each member a "**Manager**" and, collectively, the "**Board**"). The initial Managers shall be the members of the board of directors of the Former Corporation immediately prior to the conversion of the Former Corporation to the LLC. The Member shall have the right to appoint, remove and replace any Manager at any time. If at any time there is no appointed or otherwise designated Manager, then the Member shall be the Manager.

(b) The business, policies, property and affairs of the LLC shall be managed exclusively by the Board. Unless otherwise provided in this Agreement, all decisions and actions concerning the LLC and its affairs shall be made or taken by a majority of the Board. The Board shall have full, complete and exclusive authority and discretion to control the business, policies, property and affairs of the LLC, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the LLC's business, property and affairs, including the naming of officers of the LLC pursuant to Section 4(c) below and the delegation of responsibility for the preceding to such officers. There is no requirement that the Board hold a meeting in order to take action on any matter. Unless otherwise provided in this Agreement, any action taken by any authorized Manager and the signature of any authorized Manager on any agreement, contract, instrument or other document on behalf of the LLC, shall be sufficient to bind the LLC and shall conclusively evidence the authority of any Manager and the LLC with respect thereto.

(c) The Board may appoint officers at any time. The officers of the LLC, if deemed necessary by the Board, may include a president, one or more vice presidents, secretary, treasurer, chief financial officer, and such other officers as the Board determines to be appropriate. The officers shall serve at the pleasure of the Board, subject to all rights, if any, of an officer under any contract of employment. An officer need not be a Member of the LLC, and the officers shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The initial officers of the LLC shall be the officers of the Former Corporation immediately prior to the conversion of the Former Corporation to the LLC.

(d) Subject to the rights, if any, of an officer under a contract of employment, any officer may be removed, either with or without cause, by the Board at any time. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

Section 5 Fiscal Year.

The fiscal year end of the LLC shall be fixed by the Board.

Section 6 Term.

The term of the LLC commenced on the date the Articles of Organization was filed in the Office of the Secretary of State for the State of Tennessee and shall continue until the first to occur of the following:

(a) the election to dissolve the LLC made in writing by the Board;

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(b) the entry of a decree of judicial dissolution under Section 48-249-617 of the Act; or

(c) dissolution required by operation of law.

Section 7 Indemnification.

(a) The LLC shall indemnify each Indemnitee (as defined in Section 7(e)), from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including, without limitation, attorneys fees and other legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings (whether the same be civil, criminal, administrative or investigative) that relate to the operations of the LLC as set forth in this Agreement in which such Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, to the fullest extent permitted by the Act.

(b) The indemnification provided by this Section 7 shall be in addition to any other rights to which an Indemnitee or any other Person (as defined in Section 7(f)) may be entitled under any agreement, executed by the Board, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity unless otherwise provided in a written agreement pursuant to which such Indemnitee is indemnified. The Member expressly intend that the provisions of this Section 7 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments, with any applicable third-party indemnifier having primary liability and the LLC having only secondary liability.

(c) In no event may an Indemnitee subject the Member to personal liability by reason of the indemnification provisions set forth in this Agreement.

(d) The provisions of this Section 7 are for the benefit of the Indemnitees, their heirs, successors and assigns and shall not be deemed to create any rights for the benefit of any other Persons. Any amendment, modification or repeal of this Section 7 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the LLC's liability to any Indemnitee under this Section 7 as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(e) As used in this Section 7, the term "Indemnitee" or "Indemnitees" shall mean (i) any Person made a party to a proceeding by reason of his, her or its status as (A) any Manager or the Member, or (B) a member, partner or shareholder of any Manager or the Member, or (C) a director, officer or employee of the LLC, any Manager, the Member or any direct or indirect member, partner or shareholder of any Manager or the Member and (ii) such other Persons as the Board may designate from time to time (whether before or after the event giving rise to potential liability), in its sole and absolute discretion.

(f) As used in this Section 7, the term "Person" or "Persons" shall mean any individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other legal entity or organization whether domestic or foreign.

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Section 8 Liability of Member.

The Member shall not have any liability for the debts, obligations or liabilities of the LLC, except to the extent required under the Act. The Member shall not have any liability to restore any negative balance in its capital account.

Section 9 Amendment.

This Agreement may be amended only pursuant to an instrument signed by the Member.

Section 10 Governing Law.

This Agreement shall be governed by the laws of the State of Tennessee, without regard to conflicts of laws provisions.

Section 11 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relating to such matter.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement as of the date first set forth above.

"*Member*"

VARSITY BRANDS, INC.

By:_____

Printed: Jeffrey G. Webb

Title: Chief Executive Officer

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Exhibit B

Articles of Organization

(see attached)

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Final

ARTICLES OF ORGANIZATION
OF
VARSITY SPIRIT LLC

Effective as of this 26 th day of November, 2014, the undersigned, desiring to form a limited liability company (the "**Company**") pursuant to the provisions of the Tennessee Revised Limited Liability Company Act, as amended (the "**Act**"), hereby executes these Articles of Organization:

Section 1.1 **Name**. The name of the limited liability company is "Varsity Spirit LLC".

Section 1.2 **Registered Office and Registered Agent**. The street address of the Company's registered office in Tennessee is 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929, and the name of the Company's registered agent at that office is CT Corporation System. The Company's registered office is located in Knox County.

Section 1.3 **Principal Executive Office**. The street address of the Company's principal executive office in Tennessee is 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929. The Company's principal executive office is located in Knox County.

Section 1.4 **Operating Agreement**. Any operating agreement of the Company must be in writing.

Section 1.5 **Management**. The Company shall be a manager-managed limited liability company in accordance with the Act.

Section 1.6 **Members**. The Company shall have a single member as of the date of the filing of these Articles of Organization.

Section 1.7 **Fiscal Year**. The Company's fiscal year shall end on the last Saturday of December every year until such time as amended by resolution by the Company's managers.

Section 1.8 **Term of Existence**. The duration of the Company is perpetual until dissolved in accordance with the Act and the operating agreement of the Company.

Section 1.9 **Effective Time**. These Articles of Organization shall be effective upon filing with the Tennessee Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization effective as of the date set forth above.

Jeffrey G. Webb, Organizer

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STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Varsity Spirit LLC
STE 300
6745 LENOX CENTER CT
MEMPHIS, TN 38115-4300

March 12, 2015

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 127723 Status: Active
Filing Type: Limited Liability Company - Domestic

Document Receipt

Receipt # : 001896251 Filing Fee: $20.00
Payment-Check/MO - BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, NASHVILI $20.00

Amendment Type: Articles of Amendment Image # : B0067-1345
Filed Date: 03/12/2015 3:24 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Carol Dickerson

Field Name	Changed From	Changed To
Principal Address 1	800 S GAY ST	6745 LENOX CENTER CT
Principal Address 2	STE 2021	STE 300
Principal City	KNOXVILLE	MEMPHIS
Principal Postal Code	37929-9710	38115-4300
Principal County	KNOX COUNTY	SHELBY COUNTY
Mail Address 1	800 S GAY ST	6745 LENOX CENTER CT
Mail Address 2	STE 2021	STE 300
Mail City	KNOXVILLE	MEMPHIS
Mail Postal Code	37929-9710	38115-4300

TRADEMARK
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FILED

ARTICLES OF AMENDMENT
TO THE ARTICLES OF ORGANIZATION
OF
VARSITY SPIRIT LLC

Pursuant to the provisions of § 48-249-204 of the Tennessee Revised Limited Liability Company Act, the undersigned limited liability company adopts the following Articles of Amendment to its Articles of Organization:

1. The name of the limited liability company as it currently appears on record is VARSITY SPIRIT LLC (the "LLC").

2. The Articles of Organization are hereby amended to change the Principal Executive Office by deleting Section 1.3 in its entirety and substituting the following provision in lieu thereof:

   Section 1.3. **Principal Executive Office.** The street address of the Company's principal executive office in Tennessee is 6745 Lenox Center Ct., Suite 300, Memphis, TN 38115. The Company's principal executive office is located in Shelby County.

3. The foregoing amendment was duly adopted by the Sole Member of the LLC by written consent on March 12, 2015.

Dated: 3/12, 2015.

VARSITY SPIRIT LLC

By: John M Nichols
Name: John M. Nichols
Title: Executive Vice President

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2783944-000038

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Tom Leatherwood

Shelby County Register / Archives

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

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03/13/2015 - 11:23 AM

2 PGS	
ALONZO 1306110-15022635	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	5.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	2.00
TOTAL AMOUNT	9.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

1075 Mullins Station, Suite W165 ~ Memphis, Tennessee 38134 (901) 222-8100
Website: http://register.shelby.tn.us Email: Tom.Leatherwood@shelbycountytn.gov
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